

**Fuhrman, Ted**

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**From:** Fuhrman, Ted  
**Sent:** Tuesday, September 23, 2003 7:21 AM  
**To:** 'jviskup@victoryenergyinc.com'  
**Subject:** M-Series Keystone License Agreement - Addendum #2

John,

Attached for your execution is our Addendum #2 to the licence agreement.

Regards,

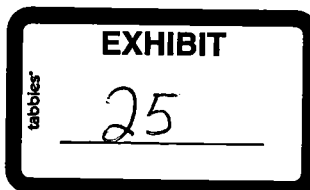
Theodore C. Fuhrman  
R&D Technical Consultant

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Victory License  
Agrmnt Addndm....





## License Agreement Addendum

This amendment dated July 3, 2003 shall apply to the License Agreement of January 8, 2003, as signed and agreed between Erie Power Technologies, Inc., 5300 Knowledge Pkwy, Suite 200, Erie PA and Victory Energy Operations, LLC, 302 East 5<sup>th</sup> Avenue, Unit "D", Owasso, OK, 74055

Licensor agrees to modify Clause 3 Delivery of Technical Information, clause 3.a) relative to method of access to Licensor computer systems as follows:

1. In lieu of the access via remote connection to Licensor's computer system, Licensor will provide on loan a complete Unix workstation system with software installed to permit the rating of the Product independently from the Licensor. Licensee shall be responsible for providing a printer and printer cables for hardcopy output.
2. Hardware provided by Licensor will be configured for stand alone operation by a single user with an HP Laserjet as the default printer. Should Licensor desire to integrate hardware into existing systems for convenience and/or to provide system backup, change type of printer or add additional users, Licensor can provide Technical Assistance with rates/fees as provided for in Annex III of the Agreement. All travel costs, if required, would be invoiced to Licensee at cost.
3. Under this amendment Licensee shall be responsible for the care and maintenance of the hardware provided and shall return to Licensor the complete system upon termination of the agreement.
4. In the event that the hardware should cease to function, Licensor will provide phone support to Licensee to assist in determining the root cause and in the event that the hardware is not repairable, Licensor will supply a replacement CPU within 5 business days. Licensor shall not be liable for any damages, including, but not limited to, any loss of use, interruption of business, or direct, indirect, special incidental, or consequential damages whatsoever arising out of the use or inability to use the hardware/software, even if Licensor has been advised of the possibility of such damages.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto:

ERIE POWER TECHNOLOGIES, INC		VICTORY ENERGY OPERATIONS, LLC	
By:	<i>David P. [Signature]</i>	By:	
Title:	<i>Vice President</i>	Title:	
Date:	<i>Sept. 19, 2003</i>	Date:	
Witnessed By:	<i>[Signature]</i>	Witnessed By:	